

## **§ 256.9**

### **§ 256.9 Catalogs.**

Catalog listings and descriptions of law publications should conform to §§ 256.1 to 256.3, 256.5 to 256.8, and 256.17 of this part, and such catalogs should clearly and conspicuously disclose the printing or coverage dates on the front cover. [Guide 9]

### **§ 256.10 Subscription renewal notices.**

(a) A subscription renewal notice for industry products should not be sent to any person, firm, library, or entity, where the recipient thereof is not currently subscribing to the industry product to which the renewal notice refers or relates.

(b) A subscription renewal notice should clearly designate the number of the notice (e.g., "First Renewal Notice" or "Second Renewal Notice"). [Guide 10]

### **§ 256.11 Disclosures on publications.**

Texts or treatises, separately published or published in sets or series, should clearly and conspicuously disclose on the title page or pages, half title page and/or verso of title page:

(a) Full title of the book, including any sub-titles;

(b) If part of a set or series, the title of same;

(c) The number of the edition if not the first;

(d) For 5 years after issuance of a revision or a new edition of another title, the original title and last copyright date or other identification of currency of the precursor industry product;

(e) Unambiguous identification of authors, editors or compilers; or whether authored, edited or compiled by the publisher's editorial staff. However, if authors, editors or compilers are listed in the table of contents or credits, this paragraph need not apply;

(f) Name, city and State of publisher;

(g) Where the industry product or substantially the same industry product is or was published separately or as part of one or more sets under identical or different titles, or is or was published in various places or formats under identical or different titles, the prior titles and the place and date of previous publication. However, if such disclosures appear in the table of con-

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tents or credits, this paragraph need not apply;

(h) When the industry product is substantially extracted from other sources, the identity of sources by titles and copyright dates unless such disclosures appear in the table of contents or credits;

(i) Where the title contains the name of a person who did not author or edit, or only partially authored or edited the industry product, the names of authors, editors or publisher's editorial staff who contributed substantial parts of the industry product, and such disclosures should appear on the title page in conspicuous type or print. [Guide 11]

[40 FR 33436, Aug. 8, 1975; 40 FR 36116, Aug. 19, 1975]

### **§ 256.12 Jurisdictional designations of publications.**

No industry product should be titled with a jurisdictional designation (e.g., "Maryland Edition"; or "Montana Real Estate Law") unless the contents of said industry product are designed primarily for and contain significant amounts of material for use in that jurisdiction. Nor should an industry product have a title which expresses or implies that a broader or more general jurisdiction is covered when in fact the industry product is designed primarily for a jurisdiction more limited in scope (e.g., "The New Rules of Evidence" is actually a work which applies to new evidence rules enacted in one State only). [Guide 12]

### **§ 256.13 Disclosures on supplements.**

Supplements issued to industry products should clearly and conspicuously disclose:

(a) On title page or verso of pocket parts and of stapled or bound supplemental units and on cover page or pages or their versos for replacement or supplemental pages:

(1) Full title of the industry product; and where part of a set or series, title of said set or series;

(2) Surname and given name of authors, editors or compilers of the titled industry product or if prepared by the publisher's editorial staff;

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(3) Surname and given name of authors, editors or compilers of supplement if different from that of the titled book;

(4) Coverage date or date of issuance for the supplement.

(b) On each replacement sheet, the month and year of issuance. [Guide 13]

### § 256.14 Upkeep service.<sup>2</sup>

Prior to the formation of any contract, or other agreement, whether written or oral, for the purchase of industry products containing provisions for subsequent automatic shipment of materials for upkeep purposes, the seller should:

(a) Clearly and conspicuously define the nature and extent of basic upkeep service. Basic upkeep service should include only those parts of upkeep which are absolutely essential and without which a set cannot remain functional (this might include such parts as pocket part supplements, replacement pages, releases and inserts, advance sheets, and replacement, revised, recompiled or split volumes); and

(b) Make available for purchase such basic upkeep service on an automatic shipment basis without requiring the purchase of other additional upkeep services whether on an automatic basis or otherwise.

<sup>2</sup>Upkeep service is also sometimes referred to as "Standing Order", "Continuations", "Subscription", or "Subscription Upkeep".

Once a customer invests in a work, his investment serves as a compelling factor in his decision of whether or not to continue future upkeep. Financial practicality and limited choices offered by sellers of particular types of works in a heavily concentrated industry tend to keep the buyer confined to the work in which he has already invested; therefore, the buyer will not or is reluctant to switch to a competitive work (if there is one) when he cannot purchase the type of upkeep he wants or needs.

Customers have varied needs and wants relating to upkeep. For example, the customer may want to enter his subscription or order for automatic upkeep of supplements (i.e., pocket part supplements, replacement pages, releases, inserts), advance sheets, replacement, revised, recompiled or split volumes, but he may want to be notified of and given the opportunity to order any additional, companion or related volumes, series or sets, new editions, or any related titles.

NOTE 1: Nothing in this section is meant to preclude a seller from offering to buyers the option of ordering and receiving all parts of upkeep on an automatic basis, including basic supplementation and all other extra parts of supplementation, or any other method of upkeep such as alternate year supplementation, as long as other requirements of this section are met.

NOTE 2: The purpose of this section is to furnish the seller and buyer with a clear understanding of what is being ordered. There has been dissension and confusion in the law-book industry as to what constitutes upkeep service and as to what the customer expects to receive or thinks he ordered under the upkeep provision, and as to which parts or units of the upkeep service the customer considers necessary or unnecessary for his particular requirements.

NOTE 3: Where a customer chooses to purchase individual parts of the upkeep service on a non-automatic basis [see paragraph (b) of this section], the total price for each part so ordered should not exceed the cost of such parts when ordered automatically [see Note 1 of this section], unless any increased charges are based upon the actual increased costs to the seller directly attributable to such sale and/or delivery.

NOTE 4: The Federal Trade Commission Act will be enforced in accordance with Section 3009 of the Postal Reorganization Act which designates that "(a) \* \* \* the mailing of unordered merchandise or of communications prohibited by paragraph (c) of this section constitutes an unfair method of competition and an unfair trade practice. \* \* \*

"(b) Any merchandise mailed in violation of paragraph (a) of this section, or within the exceptions contained therein, may be treated as a gift by the recipient, who shall have the right to retain, use, discard, or dispose of it in any manner he sees fit without any obligation whatsoever to the sender. All such merchandise shall have attached to it a clear and conspicuous statement informing the recipient that he may treat the merchandise as a gift to him and has the right to retain, use, discard, or dispose of it in any manner he sees fit without any obligation whatsoever to the sender.

"(c) No mailer of any merchandise mailed in violation of paragraph (a) of this section, or within the exceptions contained therein, shall mail to any recipient of such merchandise a bill for such merchandise or any dunning communications."

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### § 256.15 Billing practices.

(a) Sellers of industry products should notify all customers in a clear and conspicuous manner: